

CUSTOMER AGREEMENT

Profit Solver® is a unique blend of personalized consulting and proprietary software that has been demonstrated to increase veterinarian practice profitability and success. Utilizing each clinic's own data to review the profitability of services, owners can set fair, competitive prices determined through a patented and scientific method.

Profit Solver® is comprised of three offerings – CORE, PLUS and Software Access, each priced separately. The CORE and PLUS services are provided by a Certified Profit Solver Consultant. A detailed description of each service can be found at ZoetisUS.com/ProfitSolver.

PRICING

Profit Solver® CORE is a comprehensive implementation designed for those practices conducting their first Profit Solver analysis. Pricing is based on size of the practice and includes a one (1) year Software Access license.

Practice Size (DVMs FTE)	Pay In Full* (10% Savings)	Quarterly Price
1-2 Doctors	<input type="checkbox"/> \$8,500	<input type="checkbox"/> \$9,452 = 4 @ \$2,363
3-5 Doctors	<input type="checkbox"/> \$10,995	<input type="checkbox"/> \$12,220 = 4 @ \$3,055
6-15 Doctors	<input type="checkbox"/> \$12,750	<input type="checkbox"/> \$14,175 = 4 @ \$3,544
16+ Doctors	<input type="checkbox"/> \$16,500	<input type="checkbox"/> \$18,335 = 4 @ \$4,584

*Payment in full requires \$1,000.00 deposit at signing and remaining balance invoiced in the following billing cycle.

Profit Solver® PLUS is the second stage and typically implemented one year after implementing CORE. Pricing is based on size of the practice and includes a one (1) year Software Access license.

Practice Size (DVMs FTE)	Pay In Full* (10% Savings)	Quarterly Price
1-5 Doctors	<input type="checkbox"/> \$5,900	<input type="checkbox"/> \$6,556 = 4 @ \$1,639
6-15 Doctors	<input type="checkbox"/> \$7,995	<input type="checkbox"/> \$8,885 = 4 @ \$2,221
16+ Doctors	<input type="checkbox"/> \$9,995	<input type="checkbox"/> \$11,105 = 4 @ \$2,776

*Payment in full requires \$1,000.00 deposit at signing and remaining balance invoiced in the following billing cycle.

Annual Software Access License is available at two levels: Basic and PLUS Basic. Software Access does not include Consulting Services.

Software Access Type	Pay In Full* (10% Savings)	Quarterly Price
Basic	<input type="checkbox"/> \$1,200	<input type="checkbox"/> \$1,350 = 4 @ \$338
PLUS Basic	<input type="checkbox"/> \$3,595	<input type="checkbox"/> \$4,000 = 4 @ \$1,000

*Basic software paid in full upon invoicing. PLUS Basic requires \$1,000 deposit at signing and balance invoiced in the following billing cycle.

Custom Consulting can be purchased in blocks of 5, 10, or 15 hours and must be used within 12 months of purchasing either CORE or PLUS.

Pay In Full			
<input type="checkbox"/> 5 Hours	\$2,500	<input type="checkbox"/> 10 Hours	\$4,500
		<input type="checkbox"/> 15 Hours	\$6,000

PROFIT SOLVER® CUSTOMER AGREEMENT

COMPLETE

Customer NARC ID _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Business/Practice Owner _____

Practice Manager or Primary Contact _____

Email _____ Phone _____

PROFIT SOLVER TOTAL

Notes

SIGN and **EMAIL AGREEMENT** to VBS@Zoetis.com or **FAX** to 844-835-1596.

Authorized Signature _____

Name _____

Date: _____

PLEASE CHECK ONE

- Small Animal
- Small Animal and Equine
- Equine only

Rep Name: _____

Rep Email: _____



PROFIT SOLVER® CUSTOMER AGREEMENT

TERMS

- I. **SCOPE OF WORK:** Zoetis, through the Consultant, will complete the Services in a professional and diligent manner, on a schedule agreed to by the parties and at the price set forth herein.
- II. **TERM:** The term of this Agreement is one (1) year from the earlier of the Effective Date and the completion of the Services.
- III. **PAYMENT:** Customer will pay Zoetis the Service Fees according to the payment schedule set forth herein.
- IV. **INTELLECTUAL PROPERTY:** As between Zoetis and Customer, Zoetis will retain ownership of all data, information, or intellectual property furnished to Customer by Zoetis in connection with the Profit Solver System and this Agreement (collectively, "Zoetis Intellectual Property"). Customer will retain ownership of all data and related information (collectively, "Customer Data") furnished to Zoetis by Customer in connection with this Agreement. Customer hereby grants Zoetis a royalty-free, non-exclusive license to use aggregated and de-identified Customer Data for any purpose.
- V. **TERMINATION:** Either party may terminate this Agreement with or without cause by giving thirty (30) business days' notice to the other party in writing. Upon termination of this Agreement, Customer shall be obligated to pay for the Services performed up to the date of termination, and for any non-cancellable commitments entered in to by Zoetis prior to Zoetis's receipt of written notice of termination. Any outstanding invoices shall be paid within thirty (30) days of termination. If either party materially breaches this Agreement, the other may immediately terminate it if the breaching party does not cure the breach within fifteen (15) days of written notice of same. Termination shall be without prejudice to any rights which may have been accrued to either party before termination.
- VI. **PUBLICATIONS:** Customer shall not make any presentation or publication relating to Zoetis' or Consultant's Services under this Agreement or to information disclosed to Customer by Zoetis in connection with this Agreement unless requested by Zoetis.
- VII. **FORCE MAJEURE:** Neither Zoetis nor Customer shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, to the extent and for so long as such failure or delay is due to natural disasters or any causes reasonably beyond the control of Zoetis or Customer. Any party desiring to invoke the protection of Force Majeure shall promptly notify the other party of such desire and shall use reasonable efforts to resume performance of its obligations.
- VIII. **AUTHORITY AND COMPLIANCE:** Customer represents and warrants it has the right and authority to enter into and perform its obligations under this Agreement. Both Zoetis and Customer will perform all of their obligations under this Agreement in accordance with all applicable governmental laws, rules, and regulations.
- IX. **ENTIRE AGREEMENT:** This Agreement, including the attachments hereto, sets forth the entire agreement between Zoetis and Customer as to its subject matter. None of the terms of this Agreement shall be amended except in a writing signed by both parties.
- X. **ASSIGNMENT:** This Agreement may not be assigned by either party without the prior written consent of the other party, except that Zoetis may assign its rights hereunder to any affiliated or related entity, including any successor organizations created by merger, consolidation, acquisition or public offering with or by Zoetis or its affiliates, provided that any such assignee shall assume Zoetis's obligations hereunder.
- XI. **CHOICE OF LAW:** This Agreement shall be construed in accordance with the laws of the State of New York.

This proposal is the property of Zoetis Inc. and the information contained herein or provided in connection therewith shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. Profit Solver is a registered trademark of Fee Technology, Inc. All other trademarks are the property of Zoetis Services LLC or a related company or a licensor unless otherwise noted. ©2019 Zoetis Services LLC. All rights reserved. PFS-00114

